

## **House Education Committee:**

**March 16, 2017**

**Inquiry:** Number or percentage of inmates that can't read or write.

**Response:** Documents provided the committee to date do include the CASAS and SIMS paragraph writing data showing the trends from 2014 – 2016. Within this data is a sample group with pre- and post-testing data in the following areas:

Math Scores averaging 217.6 (5<sup>th</sup> grade) in 2014 and 227.5 (7<sup>th</sup> grade) in 2016,  
Reading Scores averaging 230.3 (7<sup>th</sup> grade) in 2014 and 236.7 (9<sup>th</sup> grade) in 2016,  
Writing Scores average 53.1% in 2014 and 59.8% in 2016

Mastery writing is 90% -- there is no grade level assigned for writing.

The above data is reflective of CHSVT work with struggling learners with basic skill deficiencies.

Legislative changes in 2016 prepared for expansion of the use of CHSVT in working with individuals assessed by actuarial risk assessment with moderate to high needs in education and/or employment regardless of the acquisition of a high school diploma and who are evidencing difficulty with literacy and numeracy that effects their ability to function effectively in employment and life skills. Preliminary data of the current mandated population evidences that 60 % of this population continue to be assessed with moderate to high risk in the areas of education and/or employment.

**Inquiry:** Update on how C3 is going.

**Response:** The CHSVT Coordinating Committee (C3) was formed during the March 2016 faculty meeting to develop a shared leadership model within the school. A representative from each facility, a representative from P&P campuses, a representative from Special Education, and a representative from Central Office were voted on by the faculty during the meeting. The representatives that formed the C3 had their first meeting in April of 2016. Over the past year, the committee has successfully worked on major initiatives including shared leadership, student attendance, providing a conduit for structured communication between teachers and school administrators, NEASC Accreditation, policy and procedure review and mandated services. The committee has been successful in its work on school initiatives to ensure that all faculty and staff understand and are involved in the process. The structure of C3 helps our school community address the geographical challenges of being a school with campuses across the state. With representatives throughout the state, all teachers can meet and speak with their representative and ensure their voice is heard. The Head of School and Assistant Head of School make up the whole school administration. With C3, the school leadership can improve the management of the school, and compliance with education laws, regulations, and initiatives.

**Inquiry:** What is the most highly attended education class?

**Response:** CHSVT response to both the possible inquiry regarding most popular class and the most frequently delivered class.

The most frequently offered classes are math, reading, and writing courses because these are the foundational areas that all students need to master to access more complicated subjects. We know through our assessment data (as noted above) that we need to work on basic skills in math, reading, and writing with most of our students.

The most frequently offered Industry-Recognized Credential is OSHA-10 General Safety. CHSVT has devoted much effort to certify our teachers to teach this course and the course is offered statewide. Many students understand that having an OSHA card is very valuable when looking for work in the construction, maintenance, and factory settings.

**Inquiry:** Do we have data on progress of students when they leave facilities?

**Response:** CHSVT has a MOU with the Department of Labor to track the average wage of our graduates who are living in the community for at least 6 months. Challenges in operationalizing this MOU include labor and educational adherence to conflicting federal regulations such as FERPA and the DOL regulations that prohibit individual outcome data. See attached MOU. We are engaging our Advisor Board to assist in tracking students who are living in the community no longer under DOC supervision, much like a traditional alumni association.

**Inquiry:** They also requested if there is any possibility of video of a class.

**Response:** Videotaping a classroom can be accomplished at Northern where the equipment exists. The difficulty is in knowing what the committee wants to see and how we will ensure the proper security and victim issues are complied with. CHSVT would need to comply with FERPA and VT DOC video of inmate's policies.

Below is a link to an existing **WCAX 30 Schools in 30 Days** piece that shows our classrooms:

<http://www.wcax.com/story/28093783/inside-vermonts-high-school-for-inmates>

### Community High School of Vermont Assessment Results

		2016		2015		2014
		Scale Score	Scale Growth	Scale score	Scale Growth	Scale Score
<b>CASAS Math</b>						
	Average	227.5	6.97	223.6	6.3	217.6
<b>CASAS Reading</b>						
	Average	236.7	9.41	234.1	0.42	230.3
<b>SIM Sentence</b>						
Complete sentences	Average	81.3	13.25	84.74	23.33	76.74
Complicated sentences	Average	40.97	4	39.73	22.33	24.63
Punctuation	Average	56.32	6.25	51.1	0	38.42
<b>SIM Paragraph</b>						
	Average	59.8		51.71	20	53.09

We utilize the Strategic Instruction Model (SIM) strategies to assess and teach sentence and paragraph writing. Below is an explanation of the scores:

- Sentence writing strategy produces three scores
  - Percentage of complete sentences, mastery is 100%
  - Percentage of complicated sentences, mastery is 50%
  - Percentage of sentences punctuated correctly, mastery is 66%
- Paragraph writing strategy produces one score
  - Mastery is 90%

## MEMORANDUM OF UNDERSTANDING

### DATA USE AGREEMENT

In order to ensure the integrity, security and confidentiality of data maintained by the Vermont Department of Labor ("VDOL"), and to permit appropriate disclosure to, and use of such data as permitted by law, the Vermont Department of Corrections (DOC), and VDOL enter into the following agreement.

#### **I. Purposes of this Agreement**

The purposes of this agreement is to facilitate the exchange of confidential data.

##### Specific Information to Be Furnished and Purposes of the Information

DOC will provide individually identifying information to VDOL for the purpose of assessing educational (or training) outcomes related to services provided by DOC. Through this agreement, VDOL agrees to match Social Security Numbers (SSN) provided by DOC with VDOL's Unemployment Compensation (UC) database to determine periods of covered employment and amount of covered wages earned. This data will be analyzed by VDOL and reported to DOC in aggregate.

Specifically, the DOC will provide the following information for each observation:

1. SSN
2. Gender
3. Period of educational / training programing including both a starting and ending date
4. Educational completion status based on combination of diploma and certificates
5. Other variables as agreed to by both parties

This information is to be used in conjunction with a performance evaluation of training programs currently being provided by DOC.

This information shall not be used for any other purpose without the express written permission of VDOL's authorized representative.

#### **II. Legal Authority**

The requirements regarding sharing and confidentiality of Vermont UC wage information are governed at the federal level by 20 C.F.R. § 603 and at the state level by 21 V.S.A. § 1314. Those regulations authorize the use of UC wage information for the purposes of public administration, research related to public administration, and income and eligibility verification for specific public programs.

Though it is the intention of VDOL to report all results in aggregate, both parties recognize that due to the high level of personal knowledge the DOC has about its educational participants, it is potentially possible for DOC employees reviewing aggregate results data to be able to identify individuals. As such the following language is included which governs the knowledge and use of individual level UC data.

## Authorized Disclosure for Public Administration and Related Research

Paragraph (e) of 20 C.F.R. § 603.5, states:

"Disclosure of confidential UC information to a public official for use in the performance of his or her official duties is permissible. 'Performance of official duties' means administration or enforcement of law or the execution of the official responsibilities of a Federal, State, or local elected official. Administration of law includes research related to the law administered by the public official."

"UC information" is defined in 20 C.F.R. § 603.2(j) as "information in the records of a State or State UC agency that pertains to the administration of the state UC law..." which "includes those State wage reports collected under the IEVS (Section 1137 of the Social Security Act (SSA)) that are obtained by the State UC agency...."

"Public official" is defined in 20 C.F.R. § 603.2(d) as "an official, agency, or public entity within the executive branch of Federal, State or local government who (or which) has responsibility for administering or enforcing a law, or an elected official in the Federal, State, or local government."

Paragraph (e)(1) of 21 V.S.A. § 1314 states:

"Subject to such restrictions as the board may by regulation prescribe, information from unemployment insurance records may be made available to any public officer or public agency of this or any other state or the federal government dealing with the administration of relief, public assistance, unemployment compensation, a system of public employment offices, wages and hours of employment, workers' compensation, occupational safety and health, or a public works program for purposes appropriate to the necessary operation of those offices or agencies. The commissioner may also make information available to colleges, universities, and public agencies of the state for use in connection with research projects of a public service nature..."

Paragraph (e)(1)(A) of 21 V.S.A. § 1314 states:

"The department of labor shall participate in the income and eligibility verification procedures under Federal Public Law 98-369 (The Deficit Reduction Act of 1984) which provides for the exchange of information among state agencies administering federally assisted programs for AFDC (TANF), Medicaid, Food Stamps, SSI, Unemployment Compensation and any other state program under a plan approved under Title I, X, XIV, or XVI of the Social Security Act."

### **III. Agreement Terms**

#### Need-To-Know Data Access

1. The parties mutually agree that the following named individual is designated as "custodian" of the data on behalf of the DOC and will be personally responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or distribution of VDOL data:

(Name) Charity Baker

2. The parties mutually agree that the following named individual is designated as the point of contact for this Agreement on behalf of VDOL:

Mathew Barewicz, Economic & Labor Market Information Chief  
Vermont Department of Labor  
PO Box 488, Montpelier, VT 05601  
Telephone (802) 828-4153

3. DOC and VDOL will promptly give appropriate notice in the event of a change in the identity of the "custodian" and "point of contact" designated in paragraphs 1 and 2, above.
4. DOC will restrict access to the data provided to only those authorized employees who need the data to perform their official duties in connection with the intended use of the data. DOC will store data in an area that is physically safe from unauthorized access by unauthorized persons during duty and non-duty hours.
5. DOC will not disclose VDOL data to any person or organization in any manner that would reveal the identity of any individual or employing unit from or concerning whom the information was obtained by VDOL.
6. This Memorandum of Understanding supersedes and replaces previous data sharing agreements related to similar analyses between VDOL and DOC.

#### Cost Reimbursement

Any charge for cost reimbursement will be agreed to by both parties prior to work beginning.

#### Information Safeguards

All DOC employees will be regularly reminded of the need to keep client data confidential, including UC wage data regarding individuals and employers, and that it is only valid to access that data on a need-to-know basis in the administration of programs.

Information will be maintained and accessed in a secure manner.

Information will be destroyed in a secure manner.

#### Inspections

At its discretion, VDOL may conduct on-site inspections of DOC recipients of UC wage data to assure that the requirements of the State's law and this Agreement are being met.

#### Breach of Agreement and Cancellation

If DOC, its contractors, or any official, employee, or agent thereof, fails to comply with any provision of this Agreement, this Agreement will be suspended, and further disclosure of information (including any disclosure being processed) to DOC will be prohibited, until VDOL is satisfied that corrective action has been taken and that there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled, and DOC will be required to surrender to VDOL all confidential UC information (and copies thereof) obtained under the agreement which has not previously been returned to VDOL, and any other information relevant to the agreement. In the event of a security breach for UC data held or transported by DOC, DOC will comply with the State of Vermont's Security Breach Notice Act, 9 V.S.A. § 2430 and § 2435, will notify VDOL of the security breach as soon as possible and within 10 business days of its discovery of that event, and will reimburse VDOL for reasonable mitigation expenses related to that breach of security on DOC's part.

Changes or Amendments to this Agreement

Any changes to this Agreement may be made only by the mutual written agreement of both parties.

Effective Dates

This agreement shall be effective upon signing and will remain in effect until the DOC properly destroys or properly returns the data exchanged.

Dated this 11<sup>th</sup> day of May, 2015, at Montpelier, Vermont.

By:   
Anne M. Noonan, Commissioner  
Vermont Department of Labor

Dated this 4<sup>th</sup> day of May, 2015, at Montpelier, Vermont.

By:   
Andrew Pallito, Commissioner  
Vermont Department of Corrections